

contains a “professional services” exclusion. Under this exclusion, any “‘property damage’...due to the rendering or failure to render any professional services” is not covered by the policy. Defendants are engineers and surveyors. Defendant Ray Saunders is employed by Sentell Surveying and Engineering Services.

Andrew Griffin and Shirley Eatman have filed a lawsuit against the Sentells in the Circuit Court of Greene County, Alabama alleging professional negligence, fraudulent misrepresentation, suppression and breach of contract. This underlying lawsuit arises out of a contract between Griffin and Eatman under which the Sentells were engaged to prepare the plans and blueprints to convert a private residence into a day car center. Allegedly, after the private residence was converted according to the blueprints, it failed to pass local building inspection due to a mistake in the design of the facility. After the lawsuit was filed, the Sentells gave Nationwide the requisite notice. Nationwide denied coverage and filed the present action seeking a declaratory judgment that it has no obligation to defend or indemnify.

II

Clearly, all the claims in the underlying lawsuit relate to the Sentells’ rendition of professional services. Therefore, the exclusion applies, and summary judgment is appropriate for Nationwide.

As there is no contract between Nationwide and Defendant Ray Saunders, there is obviously no duty to defend and/or indemnify him in the underlying lawsuit.

Based on the undisputed facts, the Sentells are not entitled to judgment on their counterclaim of breach of contract and bad faith.

By separate Order, summary judgment will be granted.

DONE this 26th day of September, 2000.

A handwritten signature in cursive script, appearing to read "U. W. Clemon", written over a horizontal line.

UNITED STATES DISTRICT JUDGE
U. W. CLEMON